

**EXHIBIT 2**

**Bankruptcy Accounting Advisory Services**

**Weil, Gotshal & Manges LLP**  
767 Fifth Avenue  
New York, NY 10153-0119



## Contract Change Order

This is Change Order ("CO") No.1 to Contract No. C13898 dated 22 February 2019 between the below-named Contractor ("Contractor"), a Delaware limited liability partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

Contractor's Legal Name:	PRICEWATERHOUSECOOPERS LLP	This Contract Change Order consists of 4 page(s).
Contractor's Address:	90 PARK AVENUE NEW YORK, NY 10016	
Project Name:	Bankruptcy Advisory Services	
Job Location:	PG&E Authorized Location(s)	

**CHANGES: The Parties hereby modify the Contract referenced above as follows:**

Additional work is carryover for Financial accounting advice for bankruptcy related matters as outlined in the Engagement Letter attached.

**ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.**

Attachments: PwC CO1 Pricing Schedule, Page 3-4

PRICING CHANGES:	Previous Total Contract Value:	\$99,000.00 USD
	Addition or Deduction:	\$401,000.00 USD
	Revised Total Contract Value:	\$500,000.00 USD

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

**THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT CHANGE ORDER.**

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature	DocuSigned by: Rita Manzana	Signature	DocuSigned by: Steven Fleming
Name	Rita Manzana	Name	Steven Fleming
Title	Sourcing Supervisor	Title	Principal
Date	6/12/2019	Date	6/12/2019



ADMINISTRATION							
PG&E Negotiator	Sydni Self	Contractor Representative	Steven Fleming				
Phone	925-459-3704	Phone	917-929-6199				
Email:	Sydni.Self@pge.com	Email:					
Accounting Reference	Stand Alone Agreement C13898 PR290586						
<b>INVOICE INSTRUCTIONS:</b> As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	<p>The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status.</p> <p>In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&amp;E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com</p> <table border="1"> <tr> <td><b>Send ORIGINAL Invoice to:</b></td><td>PG&amp;E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760</td></tr> <tr> <td><b>Send Invoice COPY to:</b></td><td>Penelope Deshields Penelope.Deshields@pge.com</td></tr> </table>			<b>Send ORIGINAL Invoice to:</b>	PG&E Accounts Payable PO Box 7760 San Francisco, CA 94120-7760	<b>Send Invoice COPY to:</b>	Penelope Deshields Penelope.Deshields@pge.com
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	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing	
	<input type="checkbox"/> Director	<input type="checkbox"/> Law	



This is a non-exclusive agreement and, subject to PwC's confidentiality obligations, PwC and the Other PwC Firms (defined below) are not prevented or restricted from providing services to other clients. Client consents to PwC and the Other PwC Firms providing these services.

### Timing and Fees

Completion of the Services by any agreed upon date is subject to, among other things, appropriate cooperation, obtaining the necessary information and timely responses to inquiries. PwC will advise Client promptly if the Services cannot be completed within the agreed upon time frame.

Fees for the Services to be provided shall not exceed \$401,000. In the event that fees for requested additional Services are anticipated to exceed this amount, PwC will advise Client promptly and will not undertake additional Services without prior approval.

The fees are based on the time required to complete the engagement. Individual hourly rates vary according to the experience and skill required. The fees for the Services will be based on the following agreed upon hourly rates, which will be revised from time to time. Adjusted rates will be reflected in billings:

Individuals	Hourly Billing Rate
Partner/Principal	\$839 - \$994
Managing Director	\$757 - \$898
Director/Senior Manager	\$715 - \$807
Manager	\$525 - \$628
Senior Associate	\$460 - \$517
Associate	\$415 - \$450
Administrative Assistance	\$135

Bankruptcy accounting matters						
Description	Labor Class	Hourly Rate	Estimated Hours*	Cost	Expenses	Net Total
Support for financial accounting for bankruptcy matters as outlined in Exhibit 1	Partner A	994	39	\$ 38,766	TBD	\$ 38,766
	Partner B	994	35	\$ 34,790	TBD	\$ 34,790
	Director A	807	100	\$ 80,700	TBD	\$ 80,700
	Director B	807	150	\$ 121,050	TBD	\$ 121,050
	Manager	628	200	\$ 125,600	TBD	\$ 125,600
Task total				\$ 400,906		\$ 400,906



PwC will also bill Client for out-of-pocket expenses, any applicable sales, use, excise or value added tax, and PwC's internal per-ticket charges for booking travel.

Amounts billed for services performed by PwC and the PwC Subcontractors (defined below) shall be considered fees and not expenses and will be billed at rates determined by PwC based upon experience, skill and other factors or as otherwise agreed by the parties.

Unless otherwise agreed by the parties, PwC will invoice Client on a regular basis and Client shall pay each invoice within 15 days after the invoice date. All invoices will be addressed to and payable by Client.

If PwC is requested or authorized by Client or required by government regulation, regulatory agency, subpoena, or other legal process to produce PwC's Deliverables, working papers or individuals for testimony or interview with respect to the Services, Client will reimburse PwC for PwC's, the PwC Subcontractors' and their respective counsels' expenses and professional time incurred in responding to such a request.

PwC's hourly fees are not contingent upon the consummation of a transaction, or any aspects of the Services and/or Deliverables.

PwC acknowledges that payment of the fees and expenses shall be subject to the jurisdiction and approval of the bankruptcy court. PwC intends to file fee and expense applications with the bankruptcy court, consistent with the applicable bankruptcy rules, any order approving

PwC's retention, and any requirements governing interim and final fee applications. Client acknowledges that the preparation of such applications differs from PwC's ordinary course billing procedures for professional services, and Client agrees that, subject to the bankruptcy court's approval, PwC shall be reimbursed for any fees and expenses relating to the preparation of such applications.